

EXHIBIT 1

AMENDMENT NO. 1
To
AGREEMENT FOR EDR ELECTRIC SERVICE
AMONG
COMPUTE NORTH NE05, LLC
AND
SOUTHERN PUBLIC POWER DISTRICT
AND
NEBRASKA PUBLIC POWER DISTRICT

This Amendment No. 1 to the Agreement for Electric Service under the Economic Development Rate (“EDR Agreement”) is entered into effective the ____ day of _____, 2022, by and between Compute North NE05, LLC a limited liability company organized under the laws of the State of Delaware (“Customer”), Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (“NPPD”), and Southern Public Power District, a public corporation and political subdivision of the State of Nebraska (“Southern”), with Southern, Customer, and NPPD each sometimes hereinafter referred to singularly as “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Parties previously entered into an EDR Agreement effective October 1, 2021, (“Agreement”); and

WHEREAS, the Parties have agreed to amend the EDR Agreement as set forth in this Amendment No. 1, for purposes of clarifying the Parties obligations.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to amend the Agreement as follows:

1. In Article 2, Section 1, is deleted and replaced with the following:

Section 1. This EDR Agreement shall become effective upon October 1, 2021, which date shall be no later than the first day of the calendar month immediately following execution of this EDR Agreement by all Parties, and shall continue in force and effect for a term of 60 months from the date upon which Southern commences to take service under this EDR Agreement, or for a term of 84 months following the date set forth above in this Section 1, whichever is the first to occur. Customer must enter into an agreement with the state or any political subdivision to provide an economic development project pursuant to state or local law prior to February 15, 2022. Customer must continue to meet its obligations under such agreement as determined by the state or political subdivision to

maintain the effectiveness of this Agreement. Customer must provide NPPD satisfactory proof of such agreement in a form that is acceptable to NPPD in order to take service under the EDR Schedule. If such proof is not provided or if such proof is not satisfactory to NPPD on or before February 15, 2022, then this EDR Agreement shall be terminated.

For purposes of determining the date upon which Southern commences service under this EDR Agreement, the following shall apply:

1) Service under this EDR Agreement shall commence as determined in accordance with either subparagraph a) or subparagraph b) as set forth and described in Section 9.2 of the EDR Schedule and as Customer has selected such option below. Service under this EDR Agreement shall continue thereafter for a duration not to exceed sixty (60) consecutive months, all in accordance with and subject to the provisions of the EDR Schedule.

X Service commences pursuant to EDR Schedule Section 9.2, subparagraph a). NPPD will notify the Customer and Southern in writing at such time as the Qualifying End-Use Customer Load served hereunder meets the eligibility requirements to take service under the EDR Schedule, including, but not limited to 1) NPPD's prior approval of the Customer's agreement with the state or any political subdivision to provide an economic development project pursuant to state or local law and 2) meeting the minimum monthly load and load factor requirements of the EDR Schedule and the schedule requirements for commencement of service as specified in this Section 1, or

_____ Service commences pursuant to EDR Schedule Section 9.2, subparagraph b). Southern, Customer and NPPD agree that such service shall begin on _____, 20__, which date may be revised by a written amendment to this EDR Agreement by the Parties, subject to 1) NPPD's prior approval of the Customer's agreement with the state or any political subdivision to provide an economic development project pursuant to state or local law and 2) meeting the minimum monthly load and load factor requirements of the EDR Schedule and the schedule requirements for commencement of service as specified in this Section 1.

2) The 24-month time period for commencement of service, as set forth and described in Section 9 of the EDR Schedule shall begin on the effective date of this EDR Agreement, which date is first above written.

2. Article 2, Section 5, is deleted and replaced with the following:

Section 5. This EDR Agreement shall terminate if any Transmission Facility Construction Agreement for a specific NPPD substation site to construct new 115 kV equipment in and 115 kV facilities, as necessary, terminating at NPPD's Minden 115 kV

Substation and, as necessary, NPPD's Hastings 230/115 kV Substation are not entered into between the Customer and NPPD by February 15, 2022. Such Transmission Facility Construction Agreement will contain provisions to serve 35 MW of total data center load from NPPD's Minden 115 kV Substation and Hastings 230/115 kV Substation.

3. Article 3, Section 2, is deleted and replaced with the following:

Section 2. The following conditions shall apply to and govern service provided under this EDR Agreement:

- 1) Customer represents and warrants that, as of the effective date of this EDR Agreement, it either meets or will meet the qualifications and requirements as set forth in Section 3 of the EDR Schedule.
- 2) The EDR Schedule effective as of February 1, 2020, shall apply to service under this EDR Agreement, and said the EDR Schedule, is by this reference incorporated here in.
- 3) The Customer will be limited to a maximum demand of 35,000 kW for Qualifying End-Use Customer Load. If Customer has additional load at this site other than its Qualifying End-Use Customer Load, such load will not be eligible for service under the EDR Schedule. Qualifying End-Use Customer Load must be separately metered in accordance with Section 5 of the EDR Schedule.
- 4) If Customer elects to take less than 35,000 kW for Qualifying End-Use Customer Load at this site in Kearney County, NE, Customer has the option to enter into a separate EDR Agreement for a second site in Kearney County, NE or Adams County, NE, with such second, separate EDR Agreement being subject to Southern and NPPD's approval, by February 15, 2022, provided; 1) the Customer will be limited to maximum demand of 35,000 kW for Qualifying End-Use Customer Load at the two sites, 2) the Qualifying End-Use Customer Load is served from NPPD's Minden 115 kV Substation and, as necessary, NPPD's Hastings 230/115 kV Substation, 3) such Qualifying End-Use Customer Load for both sites has met the eligibility requirements within the timelines established in Article 2, Section 1 of this EDR Agreement, and 4) Customer agrees to modify by an instrument in writing approved by Southern and NPPD to lower the maximum demand of Qualifying End-Use Customer Load under this EDR Agreement.

4. Exhibit A is attached hereto and made a part of this Agreement.

Except as specifically amended herein, the EDR Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment No. 1 to be executed and delivered by its duly authorized officers or representatives as of the dates indicated below.

COMPUTE NORTH NE05, LLC

SOUTHERN PUBLIC POWER DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

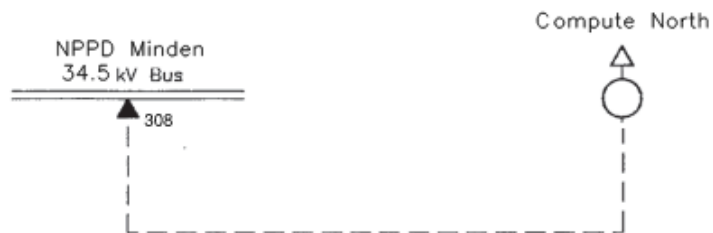
NEBRASKA PUBLIC POWER DISTRICT

By: _____

Title: _____


Date: _____

Loss factors: Applied to all demand and energy usage recorded at the point of measurement per the current Southern PPD wholesale billing Exhibit.



Legend

- ▲ Bus A
- Point of Measurement
- Property of NPPD
- - - - - Property of Southern PPD

VERSIONS/REVISIONS							DRAWN	DATE	 Nebraska Public Power District
							CHECKED	DATE	
							APPROVED	DATE	
							FILMED	REVISION	
NO.						EXHIBIT A SOUTHERN PPD FOR COMPUTE NORTH			

4874-7360-9787, v. 1